

IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. _____

Date

Stillwater County

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit # _____ for the account of _____ (Developer), available by your drafts at sight up to an aggregate amount of \$ _____. Should _____ (Developer) default or fail to complete the improvements under the terms specified in the attached subdivision improvements agreement for _____ (Name of Subdivision) we shall pay on demand your sight draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said improvements.

All drafts must be presented prior to (Expiration Date) and this Letter of Credit must accompany the final draft for payment. Drafts drawn hereunder must be by sight draft marked:

“Drawn under (Lending Institution) Letter of Credit # _____ dated (Date of Letter of Credit), ”and the amount drawn endorsed on the _____ reverse hereof by the lending institution.

Unless otherwise stated, this Letter of Credit is subject to the Uniform Customs and Practices for Commercial Documentary Credits (1993 Revision) International Chamber of Commerce. We hereby agree with the drawers, endorsers and bona fide holders of the drafts drawn under and in compliance with the terms of this Credit that these drafts will be duly honored upon presentation to the drawee.

This letter of credit may not be withdrawn or reduced in any amount prior to its expiration date except by your draft or written release.

(Lending Institution)

(Signature and Title of Official)